

## A G R E E M E N T

Between

THE TOWN OF DOVER

and

THE POLICEMEN'S BENEVOLENT ASSOCIATION  
DOVER LOCAL NO. 107

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January 1, 1993 through December 31, 1994

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LAW OFFICES:  
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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	<b>AGREEMENT</b>	1
I	<b>RECOGNITION</b>	2
II	<b>COVERAGE</b>	3
III	<b>DISCRIMINATION</b>	4
IV	<b>SICK LEAVE</b>	5
V	<b>SALARY AND WAGE SCALE</b>	9
VI	<b>HOLIDAYS AND PERSONAL DAY(S)</b>	10
VII	<b>VACATIONS</b>	12
VIII	<b>COURT APPEARANCES</b>	14
IX	<b>TRAVELING EXPENSES</b>	15
X	<b>EDUCATIONAL BENEFITS</b>	16
XI	<b>POLICE SCHOOL</b>	18
XII	<b>UNIFORM ALLOWANCE</b>	19
XIII	<b>HOSPITALIZATION</b>	20
XIV	<b>WORK WEEK AND OVERTIME</b>	22
XV	<b>DISABILITY</b>	24
XVI	<b>GRIEVANCE PROCEDURE</b>	25
XVII	<b>CEREMONIAL ACTIVITIES</b>	30
XVIII	<b>BULLETIN BOARD</b>	31
XIX	<b>NO STRIKE PLEDGE</b>	32
XX	<b>FULLY BARGAINED PROVISIONS</b>	33
XXI	<b>SEPARABILITY AND SAVINGS</b>	34
XXII	<b>TERM AND RENEWAL OF AGREEMENT</b>	35
	<b>SCHEDULE A - BASE WAGE</b>	36
	<b>SCHEDULE B - DENTAL BENEFIT PLAN</b>	37

THIS AGREEMENT, made this            day of           , 1993, to be effective as of January 1, 1993, by and between the TOWN OF DOVER, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Employer," and THE POLICEMEN'S BENEVOLENT ASSOCIATION, DOVER LOCAL No. 107, hereinafter referred to as the "Association."

W I T N E S S E T H:

WHEREAS, pursuant to and in accordance with the terms and spirit of Chapter 303 of Public Laws of 1968 of the State of New Jersey, its amendments and supplements hereto, the Employer and Association have met and negotiated the terms and conditions of employment of the police officers for the fiscal years 1991 through 1992; and

WHEREAS, both Employer and the Association believe in the soundness of the principle of collective bargaining and contracting; and

WHEREAS, these negotiations have resulted in an agreement respecting the terms and conditions of employment; and

WHEREAS, it is in the mutual best interest of the Employer and the Association to promote and maintain a harmonious relationship in order that a more efficient and progressive public service may be rendered;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed by and between the parties as follows:

ARTICLE I - RECOGNITION

*Section 1. The Employer agrees to recognize and deal with the Association through its designated representative as the sole and exclusive bargaining agent of all police officers in the Town of Dover, excepting the Police Chief, Captain, Lieutenant, clerical, craft and other employees. This agreement does not extend to members of the Association not employed by the Town of Dover.*

*Section 2. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.*

*Section 3. The Association delegate shall be permitted to attend monthly meetings of the State PBA without loss of pay, not to exceed nine (9) working days in any one year. Statutory rights shall remain unimpaired.*

ARTICLE II - COVERAGE

Section 1. It is intended that this agreement shall cover matters pertaining to employment, wages, hours, and working conditions concerning the members of the Town of Dover Police Department.

ARTICLE III - DISCRIMINATION

Section 1. There will be no discrimination by supervisory or other employees of the Employer not included in the units covered by this agreement against any employee because of membership or activities in the Association.

Section 2. The Association agrees that neither it, nor the respective officers and members, nor persons employed directly or indirectly by the Association will solicit members, dues or funds during the working hours of employees involved.

Section 3. The Association and the Employer reaffirmed their intention that the provisions of this agreement will continue to be applied without discrimination because of race, creed, color, sex, age or national origin of the employee.

ARTICLE IV - SICK LEAVE

Section 1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation.

Section 2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

Section 3. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care or attendance of such employee, or absence caused by death in the immediate family of such employee for days taken in excess of days provided under Section 9 of this Article. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required. In case of death in the family of the employee, any reasonable proof required by the department head shall be sufficient.

Section 4. (a) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment except as

*set forth below. Upon termination, the appointing authority shall certify to the Department of Civil Service the employee's permanent record.*

*(b) An employee who leaves employment with at least ten (10) years of accredited service shall be entitled to a cash payment equaling thirty-three and one-third (33 $\frac{1}{3}$ ) percent of all of said officer's accumulated sick leave as of the date of that officer's leaving service. Such amounts shall be paid at the then-current daily rate for that officer.*

*(c) An employee who leaves employment with at least twenty-five (25) years of accredited service shall be entitled to utilize seventy-five (75%) percent of accumulated sick time as time off (terminal leave) with pay at a rate equal to the highest salary attained by the employee. An employee may also use this provision prior to twenty-five (25) years of accredited service if such time off (terminal leave) shall bring him or her up to twenty-five (25) years of accredited service. This time off, or terminal leave, is only to be taken at the conclusion of the employee's employment with the employer. Further, in order to receive this time off or terminal leave, the employee must notify the employer at least one year in advance of the employee's termination date, in writing, of his or her desire to elect this provision. Failure to notify the employer within the one-year time period shall be deemed a waiver by the employee to elect this provision.*

*If an employee elects this provision by sending written notice to the employer, he or she may not thereafter rescind such notice*

and demand payment for accumulated sick time as set forth in 4 (b) above.

Section 5. An employee who has been reemployed shall be credited with the total accrued sick leave at the termination of his previous employment.

Section 6. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

Section 7. The employer may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abusive sick leave shall be cause for disciplinary action.

Section 8. The Employer may require an employee who has been absent because of personal illness as a condition of his return to duty, to be examined, at the expense of the Employer, by a physician designated by the Employer. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

Section 9. An employee shall be allowed time off without loss of pay for five (5) successive calendar days next following the date of a death in his immediate family, which is defined as spouse, parents, children. Three (3) days shall be allowed when the death of a brother or sister, mother-in-law, father-in-law or grandparents occurs. One (1) day shall be granted to an officer when death of a brother-in-law, sister-in-law, aunts, uncles, or

*grandparents of a spouse occurs. Said time off shall not be credited against nor deducted from accumulated sick leave.*

ARTICLE V - SALARY AND WAGE SCALE

Section 1. Base annual salary for employees covered by this agreement shall be paid in accordance with Section A.

Section 2. Members of the Detective Bureau will receive incentive pay of Six Hundred (\$600.00) Dollars per annum. Incentive pay will be paid in two (2) increments. One-half of the amount specified above will be paid on the last pay day in June, the second increment will be paid on the last pay day in December. Members serving in the Detective Bureau for less than a period of one (1) year shall be paid on a pro rata basis based on the above incentive pay.

Section 3. Employees covered by this Agreement shall be entitled to an annual longevity benefit pursuant to the following schedule:

YEARS OF  
COMPLETED SERVICE

Five	1%
Ten	2%
Fifteen	3%
Twenty	4%

The appropriate sums payable shall be paid in a lump sum payment in January of each year. The employee must have completed the number of years of service by December 31st of the year preceding.

ARTICLE VI - HOLIDAYS AND PERSONAL DAY(S)

Section 1. The following fourteen (14) days shall be designated as paid holidays:

New Years Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Labor Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Section 2. The above-mentioned holidays may be taken by the employee with the approval of the Administrative Officer of the Police Department. Any unused holidays or portions thereof up to a total of thirteen (13) and not in excess of thirteen (13) shall be paid in full to the employee at his regular rate of pay, payable on the last day in November. In the event an employee is given leave time on a designated holiday, such shall be credited against holiday leave. An employee absent due to injury on a designated holiday shall not be entitled to compensation for that holiday.

Section 3. If any holiday falls on a Sunday, then the following Monday shall be considered the observed holiday.

Section 4. In addition, the employees shall be entitled to a paid holiday whenever the Dover Town Hall is closed for a declared holiday. This is not to include snow days or other emergency days.

Section 5. All employees who work during the calendar day of a designated holiday shall be compensated at the time and one-half (1½) rate for all such work performed.

Section 6. The holidays set forth in Section 1 above shall be observed on the day designated by the Town of Dover and not

necessarily on the day that the holiday is traditionally observed.

**Section 7. PERSONAL DAYS**

a. Employees shall be entitled to two (2) days leave of absence per year with pay for personal business, household or family matters. Such day shall not be accumulated or carried over to the following calendar year.

b. Request for such leave must be submitted 24 hours in advance, except in the event of an emergency.

c. The "Personal" days shall not be divided into less than one regular work day.

d. "Personal Day" shall not be taken in conjunction with any of the holidays as set forth herein and/or vacation leave granted under Article VII.

## ARTICLE V - VACATIONS

Section 1. Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis.

Section 2. For employees who remain on the payroll continuously and without interruption for the required number of years.

Section 3. Leaves of absence shall neither break continuity of service nor be counted for purposes of accruing additional vacation under this section.

Section 4. Employees earn vacation time on a monthly basis from the beginning of their employment. Those hired prior to the 15th of a given month shall receive credit for that first month of work. Vacation time earned during the first year of work can be carried over to the second year. After the first year, all vacations shall be taken during the current calendar year at such time as permitted or directed by the Chief of Police. The Chief of Police may, upon the written request of an employee, allow the carry-over of vacation time. This section shall not cause an officer on disability to lose any vacation days.

Section 5. Police officers shall be entitled to vacation as follows:

<u>Number of Years of Service</u>	<u>Days Allowable</u>
-First year of service	1 working day per month
-Commencing with 1-year through completion of 5th year	14 working days
-Commencing with 6th year through completion of 9th year	15 working days

<i>-Commencing with 10th year through completion of 14th year</i>	<i>17 working days</i>
<i>-Commencing with 15th year through completion of 19th year</i>	<i>22 working days</i>
<i>-Commencing with 20th year through completion of 24th year</i>	<i>25 working days</i>
<i>-Commencing with 25th year and thereafter</i>	<i>27 working days</i>

*For the purpose of this Article, the number of years of service for police officers shall be computed as follows:*

- (a) *If employment commenced between January 1 and June 30th, the first year of employment shall be included in determining the total number of years of service.*
- (b) *If employment commenced between July 1st and December 31st, the first year of employment shall not be included in determining the total number of years of service.*

ARTICLE VIII - COURT APPEARANCE

Section 1. Whenever a police officer shall be required to appear before any Grand Jury or at any municipal, county, Superior or Supreme Court proceeding, including Civil Actions, where the appearance arises out of the employee's status as a police officer and the employee appears as the result of a subpoena, the time during which he is so engaged shall be considered a time of assignment to, and performance of duty. When such appearance occurs during the member's assigned duty hours, he shall suffer no loss in compensation. When such appearance occurs outside his assigned duty hours, he shall receive overtime in accordance with Article XIV.

ARTICLE IX - TRAVELING EXPENSES

Section 1. If at any time, a police officer shall be required to use his personal vehicle for police business, the Employer shall compensate said officer at the rate of twenty-two (.22¢) cents per mile.

In addition, a police officer shall be entitled to reimbursement for any meal the officer is required to pay out of personal funds when out of town for police business.

This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Town of Dover. The employee must present receipts and documentation for all expenses incurred to the Chief of Police.

Section 2. An officer will be entitled to the following amounts for any necessary meals:

Breakfast	\$3.00
Lunch	3.50
Dinner	9.00

Section 3. Employees will also be reimbursed the full amount for official breakfasts, luncheons and dinners which are authorized by the Chief of Police and/or Chief Administrative Officer.

*awarded payments as outlined in Section 1.*

ARTICLE XII - UNIFORM ALLOWANCE

Section 1. All officers and detectives of the Dover Police Department covered by this contract shall be entitled to Three Hundred (\$300.00) Dollars per year for the purchase of Police uniforms, clothing and necessary equipment upon presentation of verified purchase slips from person or company selling such clothing under agreement with the Town. All receipts for purchases shall be forwarded by the Officer to the Chief of Police.

Section 2. Employer agrees to replace any uniform, closing or equipment damaged in the line of duty. If the officer has not expended his clothing allowance, the Employer may charge said clothing allowance. If, however, the clothing allowance has been expended, then the Employer will replace same at an additional cost to the Employer.

Section 3. Any clothing that is not utilized by an officer shall be turned into the Town upon termination of its use.

Section 4. The Employer shall pay each employee an annual amount of One Hundred Fifty (\$150.00) Dollars, which shall be designated as a maintenance allowance, and which shall be a direct payment to each employee covered by the agreement. Said payment shall be paid no later than the thirtieth (30th) day following the passage of a municipal budget. A certification of expense form (not a voucher requirement) shall be provided by the employer.

Section 5. All leather equipment which becomes worn or unsightly shall be replaced by the Employer at the Employer's sole cost and expense and under the guidelines of the Police Chief.

### ARTICLE XIII- HOSPITALIZATION

Section 1. Hospitalization, Medical-Surgical, Major-Medical (\$150.00 deductible for single; \$250.00 deductible for family) and a Prescription Drug Plan (\$3.00 co-payment) are available to all employees, and their families, working twenty-five (25) hours or more per week. The Employer shall provide for the employee only the dental program annexed hereto as Schedule B. An employee becomes eligible for enrollment on the 1st day of the month following sixty (60) days of service. The premiums for the above plan are paid for in full by the Town of Dover. When retiring and after twenty-five (25) years of service, the Town will continue to pay the premiums for an employee and his family's insurance coverages specified above. If an employee retires after fifteen (15) years of service, he/she is eligible for the same coverage with the employee paying the premium to the Town. For the purpose of determining years of service for this Article only, it shall be deemed equivalent to the credited years of service of the employee under the retirement system.

Section 2. In the event a police officer with at least ten (10) years of police service becomes disabled and retires on a disability pension as is defined by the New Jersey Pension Law, said retired officer shall be allowed to remain a member of the group insurance programs maintained by the Town of Dover at the sole cost and expense of the Town of Dover during the period of the former officer's retirement. Where a retiree is reemployed and said other employer maintains a program of medical insurance for its employees, then the Town of Dover shall not be obligated to

*maintain hospitalization during the period of such other employment only. If the retiree is reemployed by a subsequent employer for a period of five (5) or more years, then any and all obligations of the Town of Dover to provide hospitalization to said retiree shall terminate.*

*Section 3. The Employer shall have the right to change insurance carriers during the term of this agreement so long as substantially similar benefits are provided. If the Association does not believe that the change is substantially similar, the parties have the right to discuss the possibilities of agreeing to conditions which would make the plan substantially similar. If the parties cannot agree on the issue of "substantially similar benefits," this issue shall be immediately submitted to arbitration under the provisions set forth in Article XVI of this agreement.*

*Section 4. The surviving spouse of a retired employee who retires with at least twenty-five (25) years of accredited service who is covered by the Town of Dover hospitalization, medical-surgical and prescription drug plans, may continue to maintain the Town of Dover employees health coverage provided that said spouse pays the cost of such coverage.*

*Section 5. In the event of your death while insured, Medical Care Benefits will be continued for your family members who are insured at that time. The benefits continued will be the same as those in force at the time of your death and will be provided without payment of premium.*

*The insurance of all family members will be continued for two years from the date of your death but not beyond a period of 180*

*days after your death, if your surviving spouse remarries within that period, or beyond the date your surviving spouse remarries if the remarriage takes place more than 180 days after your death.*

*a) Beyond the period as outlined above, elder spouse and their eligible dependents may continue coverage, if they make required contribution and have no other coverage available to them.*

ARTICLE XIV - WORK WEEK AND OVERTIME

Section 1. The work week shall begin on Monday morning at 12:01 A.M. and end on the following Sunday evening at 12:00 midnight. The regular hours of work shall be eight (8) hours per day, forty (40) hours per week from Monday through Sunday inclusive. The work week shall not exceed five (5) consecutive days and there shall be two (2) days off for every five (5) days worked. These arrangements are subject to emergency conditions which can be implemented by a duly authorized person as set forth in the Police Ordinance of the Town of Dover and the Regulations of the Police Department of the Town of Dover.

Section 2. In the event an officer works overtime, time and one-half shall be paid or compensated for all hours worked in excess of forty (40) hours.

Section 3. All overtime must be approved in writing by the Chief of Police or in his absence by the Acting Chief of Police. A copy of the approval shall be filed with the official attendance records of the Town.

Section 4. In construing overtime, compensation shall be made at time and one-half on the following basis:

- (A) Up to the first sixteen (16) minutes of authorized overtime, no pay.
- (B) Sixteen (16) through thirty (30) minutes, thirty (30) minutes pay.
- (C) Thirty-one (31) through forth-five (45) minutes, forty-five (45) minutes pay.
- (D) Forty-six (46) though sixty (60) minutes, one (1) hour pay.
- (E) Thereafter, overtime shall be paid in fifteen (15) minute segments.

Section 5. An employee recalled from off-duty status for any purpose to duty shall be compensated at the time and one-half rate, and shall be guaranteed a minimum of three (3) hours pay at the premium rate. If an employee is recalled to duty on a designated holiday, he shall be compensated at the double time rate and shall be guaranteed a minimum of three (3) hours pay at said rate.

Section 6. All officers planning to leave the Town's service shall give at least two (2) weeks written notice to the Chief of Police.

Section 7. "Emergency" as used herein shall include any unusual conditions caused by any circumstance or situation including shortages in the personnel of the Police Department or force caused by vacancies, sickness or injury, or by the taking of accrued vacation or sick leave, or both, whereby the safety of the public is endangered or imperiled, as shall be determined within the sole discretion of the Chief of Police or Acting Chief of Police and the concurrence of the Clerk of the Town of Dover.

ARTICLE XV - DISABILITY

Section 1. The Employer will pay any officer disabled in the line of duty his full pay up to one (1) year as described by a physician designated by the Employer. For the purpose of this provision, the Employer may, in its sole discretion, designate a physician retained by one of its insurance carriers to conduct the examination of the officer. Any officer disabled in the line of duty may be given a leave of absence of up to one (1) year pursuant to N.J.S.A. 40:11-9 retired for disability at any time if the Town designated physician certified that this is necessary.

Section 2. While any officer is receiving temporary disability benefits and full pay from the Employer, he will reimburse the Employer in the amount of temporary disability benefits received.

Section 3. An officer will not be required to compensate the Employer for any permanent disability benefits received.

Section 4. When an employee is disabled in the line of duty, said disability shall not infringe upon the employee's sick leave.

## ARTICLE XVI - GRIEVANCE PROCEDURE

Section 1 (a). Purpose The purpose of the grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise under the terms and conditions of this Agreement, and to resolve grievances as soon as possible, so as to secure efficiency and promote employees' morale.

(b). Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any superior officer. Said informal discussion will not be considered part of the formal part of a grievance application.

(c). For the purpose of this Agreement, the term "grievance" means any complaint, difference or dispute between the Employer and any Employee with respect to the interpretation, application, or violation of any policies, this Agreement or administrative decisions, effecting any employee covered by this Agreement.

### Section 2 Procedure for Settlement of Grievance

A. Step One - Any employee covered by this Agreement disagreeing with decisions made by a superior, shall bring his complaint to the Shift Commander of the shift in which the incident precipitating the grievance occurred, within ten (10) days of the incident to be grieved.

B. Step Two - In the event that any employee disagrees with the shift commander's decision or the shift commander cannot or does not respond within five (5) days, said employee shall, within ten (10) days of the occurrence of the event bring grieved, present the grievance in writing to the Chief of Police (or the officer in

charge, if the Chief is absent), which decision in the grievance shall be rendered in writing within ten (10) days of the presentation of the grievance.

C. Step Three - (i) If the employee wishes to appeal the decision of the Chief of Police (or the officer in charge if the Chief is absent), the grievance shall be presented in writing to the Police Committee within ten (10) days of the Chief's decision (or officer in charge). This presentation shall include copies of all previous correspondence relating to the matter in dispute and a letter from the Association indicating their support. The Police Committee shall hold a hearing on the matter within fifteen (15) days of receipt of the written grievance, and will render their decision in writing within ten (10) days of the hearing on the grievance.

(ii) Alternately, if in the event that the grievance concerns the Police Committee, the Town Clerk shall substitute as hearing officer as provided in Section (b) (i) above.

D. Step Four - If no satisfactory resolution of the grievance is reached at Step Three, then within ten (10) days of the Police Committee's decision, the grievant shall have the right to take his complaint to the Board of Aldermen. The Board of Aldermen may request a meeting with the grievant to discuss said issue. In any event, the Board of Aldermen shall render a decision within thirty (30) days of the Date of its submission to the Town Clerk, who shall act as the agent for receipt of the grievance by the Board of Aldermen. Failure to respond within thirty (30) days shall be deemed a denial of the grievance.

E. Step Five - (i) If no satisfactory resolution of the grievance is reached at Step Four, then within ten (10) days of the Board of Aldermen's decision, the grievant shall take his complaint to the Public Employee Relations Commission for the selection of an arbitrator, pursuant to the Rules of said commission. The decision of the arbitrator shall be final and binding upon the parties.

(ii) It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Police committee on the grievance.

(iii) Employees covered by this Agreement shall have the right to process their own grievance without representation. If a counsel is selected the Town shall deal exclusively with that counsel. If the Association is to represent the employee, the Town shall deal with the preannounced Grievance committee and employee together or the Committee Chairman.

(iv) The cost of the arbitrator shall be borne equally by the parties but each party shall be responsible for such other costs as he may incur.

(v) The arbitrator shall be bound by the provisions of this Agreement and restricted to the interpretation and application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, detract from or modify in any way the provisions of this Agreement.

(vi) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted

to the Employer and the Association and shall be final and binding upon the parties.

Section 3 Representation

A. If the grievance is processed by the Association, it may designate the Chairman to represent the employee. During the Third and Fourth Steps of Grievance Procedure, the Association may designate an attorney to represent the employee. In this case, the Town shall deal exclusively with the attorney.

B. The Association shall annually appoint by January 1, of each year, a grievance committee and chairman who may represent members of the bargaining unit in the grievance procedure. A list of such grievance committee members shall be presented to the Town Clerk within five (5) days of appointment. Any changes in the composition of the committee shall be reported to the Police Committee within five (5) days of said change in appointments. Only persons on the list provided shall so serve as representative of the Association in the grievance procedure. There shall be a twenty (20) day grace period from the time a change is made and the time which a member might serve on the committee. The Town shall deal with the grievance committee in office at the time the grievance was filed.

Section 4 Time Limitation

The time limits set forth herein shall be strictly adhered to and the failure to process a grievance to the next step within the specified time limit shall be deemed to mean that the grievant has accepted the latest determination made. Upon mutual consent of the parties, the time limits in any step may be extended or

contracted. Such consent shall not be unreasonably withheld.

Section 5 Escalation of Grievance Procedure

The Employer at any time, at its option, can elect to waive any or all steps of the grievance procedure and proceed directly to binding arbitration.





ARTICLE XVII - CEREMONIAL ACTIVITIES

Section 1. In the event that another police officer in another Department in the State of New Jersey is killed in the line of duty, the Town will permit off-duty uniformed police officers of the Town to participate in the funeral service for the said deceased officer.

Section 2. Subject to the availability as determined by the Chief of Police, the Town will permit a Town police vehicle to be utilized by the members in the funeral service.

Section 3. Police officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the Chief of Police.

ARTICLE XVIII - BULLETIN BOARD

Section 1. The Town will supply one (1) bulletin board for the use of the Association to be placed in a conspicuous location.

Section 2. The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to association business and activities or matters dealing with the welfare of employees.

Section 3. No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

ARTICLE XIV - NO STRIKE PLEDGE

Section 1. The Association covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work, or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

Section 2. In the event of a strike, work stoppage, slowdown, or other job action, it is covenanted and agreed that participation in any such activity by an employee covered by this Agreement shall be grounds for disciplinary action which will include suspension or termination, subject, however, to the grievance procedure.

Section 3. The Association will actively discourage any of its members or persons acting in their behalf, from taking part in any strike, slowdown, walkout or job action, and make reasonable efforts to prevent and terminate such illegal action.

Section 4. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association, its members or any person acting on its behalf.

ARTICLE XX - FULLY BARGAINED PROVISIONS

Section 1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues and shall govern all wages, rights and responsibilities of the parties which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless here specified. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.



**ARTICLE XXI - SEPARABILITY AND SAVINGS**

*Section 1. If any section, part, phrase, or provision of this Agreement or the application thereof to any person, project or circumstances, be adjudged invalid by any court of competent jurisdiction or by legislative action, such judgment or action shall be confined in its operation to the section, part, phrase, provision or application directly involved in the controversy in which such judgment or action shall have been rendered and shall not affect or impair the validity of the remainder of this Agreement or the application thereof to other persons, projects or circumstances.*

ARTICLE XXII - TERM AND RENEWAL OF AGREEMENT

This Agreement shall have a term from January 1, 1993, through December 31, 1994. If the parties have not executed a successor agreement by December 31, 1994, then this Agreement shall continue in full force and effect until a successor agreement is executed.

ATTEST:

Paul C McDonnell

ATTEST:

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TOWN OF DOVER:

Stephen W. Shukail

THE POLICEMEN'S BENEVOLENT  
ASSOCIATION, DOVER LOCAL NO. 107

Robert S. Kinn

John A. Cappello

Michael Z. Lisi

SCHEDULE A

BASE WAGE

	<u>EFFECTIVE</u> <u>1/1/93</u>	<u>EFFECTIVE</u> <u>1/1/94</u>
<i>SERGEANT</i>	<i>50,512</i>	<i>53,038</i>
<i>PATROLMAN - A</i>	<i>46,701</i>	<i>49,036</i>
<i>PATROLMAN - B</i>	<i>39,077</i>	<i>41,031</i>
<i>PATROLMAN - C</i>	<i>32,214</i>	<i>33,825</i>
<i>PATROLMAN - D</i>	<i>28,592</i>	<i>30,021</i>

ANNUAL STEP MOVEMENT

*All patrolmen shall move to the next higher pay grade on the first day of January next following the employee's initial date of hire and shall advance one pay grade step on each January 1st thereafter until top patrolman's pay is achieved. (Maximum patrolman is pay grade A).*

**DENTAL BENEFITS PLAN**  
(for Class B employees only)

**FREE CHOICE OF DENTIST**

You may choose any fully licensed dentist to render necessary services.

**USUAL, CUSTOMARY AND REASONABLE FEES**

Payment for benefits are based on usual, customary and reasonable fees.

An important concept of the Plan Administrator is to review:

- a. the fees charged by the dentist, ensuring that they do not exceed usual, customary and reasonable fees.
- b. the dental services to be provided, thus promoting a quality of dental care consistent with prevailing standards of dental practice.

**DESCRIPTION OF COVERED SERVICES**

This program covers the following services when they are rendered by a licensed dentist and when necessary and customary, as determined by the standards of generally accepted dental practice.

**PREVENTIVE & DIAGNOSTIC SERVICES**

Diagnostic - Procedures such as examinations and x-rays, to assist the dentist in evaluating the existing conditions to determine the required dental treatment. Examinations are allowable twice in a twelve (12) month period.

Preventive - Procedures to assist in preventing oral disease including: Prophylaxis twice in a twelve (12) month period. Topical application of fluoride solutions to age 19; Space maintainers.

**REMAINING BASIC SERVICES**

Oral Surgery - Procedures for extractions and other oral surgery including pre- and post-operative care. General anesthesia when administered by a dentist in conjunction with oral surgery performed by a dentist.

Restorative - Procedures for treatment of carious lesions using amalgam, composite, porcelain or plastic restorations; sealants for children to age 14.

Endodontics - Procedures for pulpal therapy and root canal filing.

Periodontics - Procedures for treatment of the tissues supporting the teeth.

Emergency Care - Necessary palliative treatment for minor dental pain.

### **CROWNS, INLAYS & GOLD RESTORATIONS**

Crowns, inlays and gold restorations will be provided when teeth cannot be restored with the above materials.

### **PROSTHODONTICS BENEFITS**

Procedures for construction of bridges, partial complete dentures and repair of existing prosthetic appliances.

### **ORTHODONTIC BENEFITS**

Procedures performed involving the use of an orthodontic appliance for treatment of malalignment of teeth and/or jaws which significantly interferes with their functions.

### **WHO IS ELIGIBLE ?**

All employees and their dependents eligible for this dental care program will be covered for the first day of the month following 2 full months of continuous full time employment (minimum of 30 hours per week).

Dependents of employees are also eligible for benefits as described.

Dependents are your lawful spouse and unmarried children from age 2 to age 19 or to age 23 if enrolled as full-time students in an accredited school, college or university. Children include step children, adopted children and foster children, provided such children are dependent upon the employee for support and maintenance.

## WHEN DOES COVERAGE TERMINATE ?

Coverage for employees and their eligible dependents shall cease on:

1. Termination of employee's enrollment
2. Death of employee

Coverage for dependent spouse shall terminate on divorce for the covered employee.

Coverage for a dependent child shall terminate upon attaining the limiting contact age (see eligibility section).

## CONTINUATION OF COVERAGE

Under Federal Regulations, an employee, spouse or dependent child has the right to continue dental coverage if certain qualifying events are met.

Contact your employer for additional details. The individual continuing coverage shall be responsible for payment of the required premiums.

## BENEFITS

Preventive & Diagnostic Services	100%
Remaining Basic Services	80%
Crowns	50%
Prosthodontics Services	50%

## CALENDAR YEAR MAXIMUM

Deductible - \$100 per person per year (not applicable to preventive services)

Calendar year maximum per patient for Preventive & Diagnostic, Basic, Crowns and Prosthodontics Services. - \$1000.

## SERVICES NOT COVERED

- \* Services for injuries or conditions which are compensable under Workers' Compensation or Employers' Liability Laws; services which are provided to the eligible patient by any Federal or State Government Agency or are provided without cost to the eligible patient by any municipality, county or other potential subdivision.
- \* Services with respect to congenital or developmental malformations (including TMJ), cosmetic surgery and dentistry for purely cosmetic reasons.
- \* Prescribed drugs, analgesics
- \* Oral hygiene instruction
- \* Services performed prior to effective date of coverage.
- \* Services to correct minor tooth movement.
- \* Charges for hospitalization, including hospital visits
- \* Broken appointments
- \* Laboratory tests
- \* Orthodontic Services

## LIMITATIONS

Dental services are subject to the following limitations:

- a. X-Rays: Complete mouth x-rays are provided only once in a three (3) year period, unless special need is shown. Supplementary bite-wing x-rays are provided not more than twice in a twelve (12) month period.
- b. Crowns, Inlays and Gold Restorations: Replacement will be made only after five (5) years have elapsed following any prior provision of crowns, inlays or gold restorations under the plan.
- c. Prosthodontics: Prosthodontics appliances will be replaced only after five (5) years have elapsed following prior provision of such appliances under the dental program. Replacement will be made of a prosthodontics appliance not provided under the dental program only if it is unsatisfactory and cannot be made satisfactory.

## OPTIONAL SERVICES

- » In all cases in which the patient selects a more expensive plan of treatment than is customarily provided, the plan will pay the applicable percentage of the lesser fee. The patient must pay the entire remainder of the dentist's fee.
  1. Crowns, Inlays and Gold Restorations will be provided only when teeth cannot be resorted adequately by using amalgam, porcelain, plastic or composite restorations.
  2. Dentures: The Plan will provide a standard cast chrome or acrylic denture, if, in the construction of the denture, the patient and the dentist decide on personalized restorations or employ specialized techniques as opposed to standard procedures. The Plan will allow an appropriate amount for the standard denture toward such treatment, and the patient must bear the difference in cost.
  3. Occlusions: The Plan will allow the cost of restorations required to replace missing teeth. Procedures, appliances or restorations necessary to increase vertical dimension and/or restore or maintain the occlusion are considered optional, and the cost is the responsibility of the patient. Such procedures include, but are not limited to, equilibration, periodontal splinting, restoration of tooth structure lost from attrition and restoration for malalignment of the teeth.

4. Restorations: Composite restorations will be allowed on anterior teeth only. An allowance for amalgam restorations will be made on posterior teeth.

The dental plan shall not be obligated to make payment for treatment plans submitted more than one year after the date of rendition of the service.

## **METHOD OF PAYMENT**

The dental plan's allowable charge for each procedure will be as follows:

- A. Participating dentists will be paid on the lesser of:
  1. the dentist's charged fee.
  2. the dentist's filed fee with Delta
  3. Delta's allowance for usual, customary and reasonable fees.
- B. Non-Participating dentists will be paid based upon the lesser of:
  1. The Dentist's fee charges.
  2. Delta's allowance for the prevailing fee.

(When services are performed by non-participating dentists, payment is made to the subscriber.)

## **HOW TO USE YOUR PROGRAM**

Visit your dentist. During your first appointment, tell your dentist that you are covered under this dental program. Give him/her your Group's name, Group's number and your social security number. Your dependents, if covered should give your social security number.

your dentist will perform an examination and submit a predetermination form, if necessary, to determine how much of the charge will be your responsibility. Before treatment is started, be sure you discuss with your dentist the total amount of her/her fee.

## **COORDINATION OF BENEFITS**

In order to avoid duplication of payment for the same services, the benefits of the dental program are coordinated with other plans which are not purchased by the employee and which provide dental benefits. Generally, if you are covered by more than one plan, your expenses will be shared between the plans, up to the full amount of the allowable charges.

## **CLAIMS AND APPEAL PROCEDURE**

The plan will notify you if any services are denied, in whole or in part, stating the reason(s) for the denial on a copy of the Notification of Payment which will be sent to you. Within

60 days after receipt of a notice of denial, you may make a written request for review of such denial by addressing your request to Delta Dental Plan of New Jersey, Inc., Benefit Services Dept., 959 Rte. 46, Parsippany, NJ 07054. You must state the reason(s) you believe the Plan should reconsider its determination of benefits. Before making a formal written request for review, you are encouraged to discuss your claim with your plan administrator.

The plan shall make a full and fair review of your request for re-evaluation and may require additional documents as it deems necessary or desirable in making such a review. Certain request may be referred to a review committee. Unless referral to a review committee is required or other unusual circumstances arise, you should receive a decision on your request for review, in writing, within 30 days but no longer the 120 days after your request is received.

For further information, please see claims appeal procedure section of this document.